



Silver Barrel Solutions | Terms of Service & Acceptable Use Policy

Violations, queries, and information regarding the Silver Barrel Solutions Acceptable Use Policy should be addressed to info@silverbarrel.com.

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SCOPE

This document replaces all previous documents including to but not limited to previous registration agreements, online registrations, and any other method used or developed to grant access to the Silver Barrel Solutions network. This Policy applies to: all components of Silver Barrel Solutions, including all subsidiaries, trade styles and related concerns; All customers, clients, employees, advisors, and agents of, and all authorized third parties that require the use of, and are granted access to the Silver Barrel Solutions network; All Information Systems Environments operated by Silver Barrel Solutions or contracted with a third party by Silver Barrel Solutions. The term "Information Systems Environment" defines the total environment and includes, but is not limited to, all documentation, physical and logical controls, personnel, software, hardware (e.g. distributed, desktop, network devices), and information.

The Internet is a vast network of computers that allows an individual user on the network to share the resources of other computers. This sharing of resources creates a "community" and when you use Silver Barrel Solutions to access the Internet you become a member of two communities. You become part of the community of Silver Barrel Solutions, which includes our network and customers, and you become a part of the larger community of networks and users on the Internet.

Access to the Internet through Silver Barrel Solutions is a privilege, not a right, and carries with it certain responsibilities and duties. Our goal in establishing this Acceptable Use Policy (AUP) is to protect both our users and



the larger Internet community from the consequences of irresponsible use of Silver Barrel Solutions accounts and resources. Silver Barrel Solutions AUP chiefly prohibits

- acts that are illegal,
- acts that violate generally accepted standards for online behavior,
- acts that misuse Silver Barrel Solutions's resources to the detriment of other users.

All customers, clients, and users of the Silver Barrel Solutions network are required to comply with this Policy.

All violations of the Acceptable Use Policy will be reviewed for appropriate action that could include termination of access. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

Silver Barrel Solutions intends to provide its clients, customers, and users access to everything the Internet has to offer. While Silver Barrel Solutions is firmly committed to the principles of free speech, certain activities are damaging to the resources of both Silver Barrel Solutions and the Internet and cannot be permitted under the guise of free speech.

The resources of Silver Barrel Solutions and the Internet (general) are limited, and abuse of these resources by one user has a negative impact on the entire community.

Internet access accounts are defined as follows:

Non-Dedicated Dial-up Connection (Unlimited)

Defined as a client based single-user attended access account. (Attended access is defined as interactive use of an established Internet connection by the account holder only.) Interactive use requires the physical presence of the account holder for the account to be considered attended access.

- Pings, bots, and auto-checkers used to keep connections running are prohibited.
- Use of a non-dedicated dial-up connection for the purpose of running any type of Internet server (Web, Chat, FTP, etc.) or connection of a multi-user local area network (LAN) or the use by multiple users connecting to the Internet is expressly prohibited.
- The use of Dial-Up Connections in a manner inconsistent with a single-user attended access can result in the account being assessed by Silver Barrel Solutions as a dedicated dial-up connection. Silver Barrel Solutions reserves the right to charge and collect the appropriate commercial fees from customer for past service provided.

Dedicated Connection (ADSL)

Defined as client and/or server based multi-user attended or unattended access account. A dedicated Internet access account connection may be utilized for the purpose of running Internet servers, such as Web, Chat, FTP, etc.



Shared Hosting

Defined as client based accounts on web servers administered by Silver Barrel Solutions

- Adult content is not allowed. This includes, but is not limited to, pornographic images, text, and sound files.
- IRC servers, IRC bots, and Mush/Moo/Mud servers are forbidden
- Spam is strictly forbidden. Any instances of spam relating to your web site will result in account deactivation and a fine for each complaint we receive
- Sites which place an unreasonable load on the server due to excessive CGI scripts, etc. will be suspended and we will ask the owner to reduce the site load or move to a dedicated server.
- Hate literature, material in violation of copyright laws, and other illegal material are not permitted.

Dedicated Servers

Defined as client based accounts renting servers administered by the client, not Silver Barrel Solutions

- Spam is strictly forbidden. Any instances of spam relating to your server will result in account deactivation and a fine for each complaint we receive
- Hate literature, material in violation of copyright laws, and other illegal material are not permitted.
- Network attacks related to your server will incur a fine and/or account termination.

IRC activity

We discourage IRC activity on the Silver Barrel Solutions network because it attracts network attacks far more than any other activity. In order to run IRC servers, bots, relays, clients, etc. you must first supply a \$500 security deposit to cover costs associated with network attacks. If the server is attacked or is used to attack other hosts, Silver Barrel Solutions will keep the deposit and disconnect the server until we receive another deposit. At the end of your term with Silver Barrel Solutions (or if you discontinue IRC activity), we will refund the deposit if there have been no network attack incidents. Email info@silverbarrel.com for details on how to make this payment.

NON ASSIGNMENT

The benefits conferred by this agreement are non-transferable and non-assignable. The connectivity provided is expressly limited to the account holder. Unless expressly authorized under terms of written approval resale or use of this connection by other person or persons is prohibited We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. In general, you may NOT use your Silver Barrel Solutions account:

- In a manner which violates any law, regulation, treaty or tariff;
- In a manner which violates the rules, regulations and policies of any network, server, web site, database or service provider that you access through your Silver Barrel Solutions account;
- In a manner which is defamatory, fraudulent, indecent, offensive or deceptive;
- To threaten, harass, abuse or intimidate others;
- To damage the name or reputation of Silver Barrel Solutions, its parent, affiliates and subsidiaries;
- To break security on any computer network, or to access an account which does not belong to you; or



- In a manner which interferes with other customers' use and enjoyment of the services provided by Silver Barrel Solutions

FAIR USE

No Customer, Client or any other Person shall use or permit to be used the Silver Barrel Solutions Services in such a manner as to prevent FAIR AND PROPORTIONATE use thereof by other Customers, Clients or Persons thereto.

If it is deemed by Silver Barrel Solutions, that a Customer, Client or user is utilizing his/her/their Silver Barrel Solutions Services in any manner that prevents FAIR usage thereof by other Customers, Clients or Persons and/or it is deemed by Silver Barrel Solutions, that a Customer, Client or Person is utilizing his/her/their Silver Barrel Solutions Services in any manner that is not a PROPORTIONATE usage thereof with other Customers, Clients or Persons;

Silver Barrel Solutions may:

- Bill the Customer the disproportionate amount. Additional billing will be in Account Increments based upon average usage. (If an account holder utilizes twice the amount of resources as the average user they will be billed for two accounts.)
- Limit the Customers use of the Silver Barrel Solutions Services (Limits will be set to the upper quadrant average usage by the customer base)
- Discontinue and refuse to provide any Silver Barrel Solutions Services. (The impetus for the creation of an ISP was the cost involved in buying and maintaining the network operation. To solve this problem and ISP provides "shared" resources to effectively lower the overall costs. This is not a new idea, it is fundamental in industries like insurance where your payment is calculated on a proportionate basis. Like insurance, individuals can be charged extra or denied insurance because of factors that would disproportionately increase the costs for the other participants.)

ELECTRONIC MAIL

Your Silver Barrel Solutions account gives you the ability to send and receive electronic mail. Silver Barrel Solutions believes that electronic mail should be used for personal communication and not as a broadcast medium.

The following examples are non-exclusive and are provided for your guidance.

- You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.
- Individuals who are operating their own mail servers should ensure that their systems are secured against external relaying to prevent abuse of resources.
- Individuals who maintain mailing lists should ensure that their mailing list software requires confirmation of subscription to prevent malicious subscriptions to lists by third parties.
- You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.
- Forging, altering or removing electronic mail headers is prohibited.
- You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing").



- You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.
- You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
- Silver Barrel Solutions accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider.
- If you use the services of another provider to promote a web site hosted by or through Silver Barrel Solutions, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such site.

Not every "flame" message or angry exchange of email or newsgroup posting can automatically be considered harassment. Silver Barrel Solutions is not responsible for the content or tone of any email or other transmissions of the subscribers to its service or other parties using the Internet. Subscribers or others should not expect that Silver Barrel Solutions will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. The Internet is a network intended for use by mature, adult users. All users should recognize this principle and undertake at all times to act with respect, courtesy and responsibility, giving due regard to the interests and rights of other Internet users, groups, and networks. We expect and appreciate the use of common sense and good judgement while using the network.

NEWSGROUPS

Your Silver Barrel Solutions account gives you access to thousands of newsgroups. These newsgroups allow you to read and post messages on a variety of topics. Newsgroups may be moderated or unmoderated. Newsgroups may also have a charter or a FAQ that describes what subjects are appropriate for each newsgroup. Misuse of newsgroups may result in the termination of your service.

Silver Barrel Solutions provides an uncensored newsfeed. As such, Silver Barrel Solutions does not control the content of the newsgroups available to you. Silver Barrel Solutions believes that decisions about which newsgroups and messages to read are best left to its customers. Screening software is available from third parties, and it is your responsibility to use such tools if desired. Silver Barrel Solutions is not responsible for the content of any newsgroup message, whether or not the message was posted by a Silver Barrel Solutions customer.

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. If you are unable to find a newsgroup's policy regarding commercial messages, you must assume that such messages are not welcome. You may not post or cross-post the same or substantially similar message to more than 5 newsgroups. Continued cross-posting can result in termination of service and the cancellation of the message.

You may not post binary files to newsgroups not specifically named for that purpose.

You may not post messages promoting pyramid schemes, "Make Money Fast" (MMF) schemes, chain letters, or other schemes to newsgroups. Doing so will result in immediate termination of service.

You may not forge or remove header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. You may not solicit mail for any address other than your Silver Barrel Solutions



Service account or service where doing so manifests an intent to harass others.

You may not post messages for the purpose of threatening, harassing or intimidating others. You may not post messages which infringe on personal or property rights of others (privacy rights or copyrights, for example).

You may not cancel messages other than your own, with the exception of official newsgroup moderators performing their duties.

Silver Barrel Solutions does not censor or control content posted to a newsgroup. As a user of our service, you are solely responsible for the content that you publish. Silver Barrel Solutions, upon receiving notification that certain posts violate this policy, or any provincial or federal law, or infringe on the trademarks or copyrights of another, reserves the right to remove such posts from our news server and to terminate your account.

HOMEPAGE, WEB PAGES, WEB SITES

The customers, clients or users are solely responsible for any information contained on their homepages, web pages or web sites. However, if complaints are received regarding language, content or graphics contained on your homepage, web pages, or web sites, Silver Barrel Solutions may, at its sole discretion, remove the homepage, web pages, or web site hosted on Silver Barrel Solutions servers and terminate your service and/or your access.

You may not use your personal home page site to publish material that Silver Barrel Solutions determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example).

Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

Objectionable content is otherwise legal content with which Silver Barrel Solutions concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

SECURITY

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

For security purposes the listed account holder, and/or the listed account administrator are the only authorized individuals that may request edits, changes, or information for the account. Authorization to release information and/or edit and/or make changes from anyone other than the listed account holder and/or the listed account administrator must be received in writing. Your password provides access to your account. It is your responsibility to



keep your password secure. Passwords must contain at least six characters, and should contain at least one number or symbol, should contain both uppercase and lowercase letters, and should not be based on any word found in the dictionary or on any personal information (name or birth date, for example). Your password should not be the same as your user ID. Sharing your password and account access with unauthorized users is prohibited.

You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Silver Barrel Solutions will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

BILLING

All Silver Barrel Solutions Accounts are monthly accounts, which may be billed annually to facilitate annual discounts and ease of payment for our clients. Charges for new accounts are prorated to accommodate the billing cycle. Charges for terminating accounts are not prorated. Charges for usage by customer beyond the base amount of usage contained in customer's service plan shall be billed the following month along with base charges for the coming month. Payment by cheque, money order or bank draft is the preferred method of payment. Payment is due upon receipt of any invoice.

Silver Barrel Solutions may terminate any account with no refund to customer in the event of customer's breach of any of the terms or conditions contained herein. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle or 30 days from the date of the current invoice, whichever is greater, and are subject to a 2% per month service charge (24 % per annum).

Accounts that are delinquent for more than five days are put on "accounting hold", their files are then archived and access is denied. Silver Barrel Solutions accounts continue to accrue charges while they are on hold. Accounts that are unpaid for ten days after due date have their files purged. Service reconnection or archive charges may apply. The account holder acknowledges responsibility for the account until payment in full is made. There is a \$20.00 service charge for each returned check. Although Silver Barrel Solutions will make every attempt to contact you in the event that your account is delinquent, it is your sole responsibility to keep your account in good standing with Silver Barrel Solutions. It is at Silver Barrel Solutions's sole discretion to terminate accounts and purge files of all accounts that are delinquent in excess of 10 days.



ACCOUNT RENEWALS

All hosting accounts with Silver Barrel Solutions are automatically renewed for you. If you subscribe to our domain name management service, your domain names will also be automatically renewed. Should you wish to cancel your account, please contact us in writing prior to your renewal date.

ACCOUNT CANCELLATIONS

If you want to cancel your account with Silver Barrel Solutions

Cancellation requests for Silver Barrel Solutions accounts must be done by filling out the Cancellation Form. Other ways for you to cancel may be by telephone, writing via fax, or by postal service and these have to be received at Silver Barrel Solutions's main office one month prior to the next billing cycle. The inherent difficulties in verifying the authorship of email makes it un-satisfactory for transmitting account cancellations.

TECHNICAL SUPPORT

Silver Barrel Solutions will only be responsible for the Internet software that is included with the Silver Barrel Solutions installation packages for standardized hardware. Internet software that has not been provided by Silver Barrel Solutions or systems that are not standardized are not the responsibility of Silver Barrel Solutions either for support, functionality or replacement. The User agrees to obtain a basic knowledge of their computers operating system, configuration and interface, along with a basic knowledge of the Internet and its operating principles and procedures.

NETWORK PERFORMANCE

Silver Barrel Solutions accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account. You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time on shared resources. You may not use resource-intensive programs that negatively impact other customers or the performance of Silver Barrel Solutions systems or networks. Silver Barrel Solutions reserves the right to terminate or limit such activities.

PENALTIES

Abuse of the system by a user generally costs Silver Barrel Solutions time, money and resources. It is not fair that this additional cost should be borne by the other customers of Silver Barrel Solutions. A minimum service fee of \$500.00 will therefore be applied to the users account. Account holder and user further agree to pay Silver Barrel Solutions reasonable collection and attorney fees on service charges shown, without regard to further legal action taken by Silver Barrel Solutions to recover other or related consequential damages suffered by account holder or user's actions.

LIMITATION OF LIABILITY

ALL SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY. Silver Barrel Solutions is not responsible for Customer's files residing on the Silver Barrel Solutions network. Customer is responsible for independent backup of all such data at a site determined by customer. Silver Barrel Solutions cannot and does not exercise any control whatsoever over the information passing through its network or through the Internet. Silver



Barrel Solutions is in no way responsible for any data loss or damage arising from viral infection from the Internet. Silver Barrel Solutions and/or contributors shall have no liability whatsoever to you for any claim(s) relating in any way to: your inability or failure to perform research or related work or to work properly or completely, or any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, Silver Barrel Solutions Internet Services. Silver Barrel Solutions will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Silver Barrel Solutions Internet Services is at your sole risk. Silver Barrel Solutions specifically disclaims any responsibility for the accuracy or quality of information obtained through Silver Barrel Solutions Internet Services. As a user you are warned that some Internet sites accessible via the Silver Barrel Solutions network allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Silver Barrel Solutions is not responsible for inadvertent or deliberate access to such material and cannot prevent access of such material. It is recommended that each customer closely monitor use of his/her account especially in the case of potential use or misuse by minor children. Accounts for minor children must be opened by a parent or legal guardian with their explicit consent. Silver Barrel Solutions network services may be used only for lawful purposes. Transmittal of any material in violation of any international, federal or state regulation is prohibited. This includes, but is not limited to: copyrighted materials, material legally judged to be threatening or obscene, or material protected by trade secret or software protected by copyright. You agree to indemnify and hold harmless Silver Barrel Solutions (AKA Silver Barrel Solutions Inc, Silver Barrel Solutions.com) from any claims resulting from your use of the service that damages you or another party. Any access to other networks through the Silver Barrel Solutions network must comply with the rules appropriate for the other network. Violation of the rules of other networks is grounds for account cancellation. This includes, but is not limited to, mass Usenet posting, Usenet cross-posting, mass emailing, and/or the sending of unsolicited email, commercial or otherwise. Silver Barrel Solutions and its affiliates shall not be liable under any legal theory (including tort or contract) for any direct, indirect, incidental, special or consequential damages in any way related to the product or services provided. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Silver Barrel Solutions be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work-stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages even if Silver Barrel Solutions has been informed of the possibility of such damages, or for any claim by any other party.

OPERATION

Silver Barrel Solutions reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered. Notice of modifications to this Acceptable Use Policy will be posted to this Silver Barrel Solutions Web page. Customers are encouraged to review the current Acceptable Use Policy on a regular basis. Customer's use of Silver Barrel Solutions network after such notice shall constitute Customer acceptance of such modifications. Customer understands that Silver Barrel Solutions services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration. At its sole discretion, Silver Barrel Solutions may elect to provide a pro rata or additional/extension of service refund for service interruptions of greater than 24 hours. Silver Barrel Solutions reserves the right at its sole discretion to delete any information entered into Silver Barrel Solutions network computer systems by Customer. Silver Barrel Solutions and its authorized representatives shall retain the right, but shall not be obligated, to review/accept/reject publicly viewable information. Silver Barrel Solutions reserves the right to disconnect non-dedicated dial-up connections with inactivity for more than 15 minutes ("time-out"). Non-dedicated dial-up connections may not be utilized as a dedicated connection, and Silver Barrel Solutions reserves the right to disconnect non-dedicated dial-up connections



exceeding 4 hours in connection duration. Silver Barrel Solutions reserves the right to delete Customer's files, including but not limited to Web page(s) and email, for which a storage fee has not been paid and which have not been accessed for more than one (1) month. Silver Barrel Solutions reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice. The owner of this document is the Network Operations Centre (NOC) of Silver Barrel Solutions